

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 9 PAGES
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 09/14/2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY FEDERAL COMMUNICATIONS COMMISSION 445 12th Street, SW Washington, DC 20554		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALL GSA FABS SCHEDULE 520 & IT SCHEDULE 70 FEDERAL SUPPLY SCHEDULE OFFERORS		(X) X	9A. AMENDMENT OF SOLICITATION NO. RFQ06000030	
			9B. DATED (SEE ITEM 11) 09/11/06	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- ☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

N/A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION** (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
This Amendment serves to address questions received. This Amendment also extends the proposal due date to September 18, 2006 at 2:00 pm EST. Accordingly, see following pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Anthony S. Wimbush, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Anthony S. Wimbush</i> (Signature of Contracting Officer)	09/14/06

**QUESTIONS AND ANSWERS (Q&A'S) TO RFQ06000030 FOR  
FCC'S "FINANCIAL MANAGEMENT SYSTEMS SUPPORT  
SERVICES"**

**The following is a compilation of questions received in response to RFQ06000030 and the Government's responses. The questions and comments are listed in the order they were received and appear as they were received. In the event of an inconsistency between these responses and the RFQ, the RFQ shall govern.**

Q1. "... is currently reviewing the solicitation documents for the above mentioned opportunity and would like to know if the FCC would consider an extension on the proposal due date? Please advise."

A1. The proposal due date and time is hereby extended through Monday, September 18, 2006 at 2:00 pm, EST.

Q2a. "We respectfully request an **extension** for this solicitation of one week..."

A2a. See A1.

Q2b. "...and also request that you clarify the following note regarding Conflict of Interest that was included in the Instructions:

***SPECIAL NOTE: The selected successful offeror will be excluded from competing for a subsequent related requirement for hosting, implementation, migration, and integration services.***

The SOW has a COI clause which doesn't address this issue. In addition, it has been the practice of other Federal Agency Procurements for this function that the winning vendor is allowed to perform the follow-on work. Generally the vendors that are conflicted out are those that are currently owners of the software or firms that already perform this work as a Center of Excellence or are service providers for hosting and operations. We are neither.

Please clarify the Conflict of Interest clause."

A2b. The Conflict of Interest Clause is a standard clause that the FCC utilizes in its solicitations and contracts as applicable. As such, it does not specifically address the "special notice" concern.

For the purposes of the instant requirement, the FCC has determined that significant conflict of interest concerns related to program management and program oversight would occur if the successful offeror was also successful in competing for the subsequent work. As such, the FCC's "Special Notice" requirement stands. The successful offeror will be excluded from competing for a subsequent related requirement for hosting, implementation, migration, and integration services.

Q3. "On page 4 of the RFQ Instruction Letter we find 'The price quote shall be submitted as a **Fixed Price Labor Hour/Time and Material quote**'. On page 6 of the SOW, the pricing format includes the line '**Total Fixed Price**'.

Would you please clarify that the task is to be a Time and Materials type, with fixed Labor Hour rates, and how the "Total Fixed Price" item is to be presented in our pricing schedule?"

A3. Yes, the tasks will be of a Time & Materials type with fixed labor hour rates. Your respective pricing shall reflect a "Total Estimated Price".

Q4. "There is reference to a BPA beginning on page 10 of the SOW. Can you clarify, please, that the award vehicle will be a GSA Task Order, not a BPA?"

A4. Yes, the award vehicle will be a GSA Task Order. All references to BPA are hereby deleted for the Clause and the Clause has been updated to reflect the changes. Replace the Clause in its entirety with the attached Clause (see Attachment 1).

**Q5. "SOW Section 4.0 (Tasks), Task 3 – Review and Analysis**

**Question** – Please clarify whether the FCC is anticipating a single or many deliverables/reports associated with this task consisting of the review and analysis of the FCC's project management plan and milestones, objectives, and technical and management considerations for initiating and conducting the integration of the new core accounting system."

A5. The FCC anticipates multiple deliverables/reports. As such, the Task has been updated to add the following language;

"As required, the contractor shall provide written and/or oral reports to the COTR."

This language is added as the last sentence of the Task following Subtask 3(s). Please pen & ink in changes.

**Q5. "SOW Section 4.0 (Tasks), Task 3 – Review and Analysis**

**Question** – Please clarify the anticipated due date for the deliverable(s) associated with this task."

A5. Due date is "as required". See A5.

**Q6. "SOW Section 5 (Pricing Schedule – Compensation)**

**Question** – Please clarify the anticipated contract type. The Price Quote Instructions (RFQ, page 4 of 5) indicate T&M; however, the sample structure under SOW Section 5, appears to suggest FFP. "

A6. See A3.

**Q7. "SOW Section 5 (Pricing Schedule – Compensation)**

**Question** – Please clarify how the information requested in Section 5 be provided for the option years where there is no statement of work on which to base a level of effort. Should the offeror just list Labor Category and Rate/Hour for the option years? "

A7. The Statement of Work is the same for the Base Period and Option Periods. The offeror shall submit the estimated # of Hours, the fixed Rate/Hour, and the Total Estimated Price for the Base and each Option Period.

**Q8. "SOW Section 7 (Period of Performance)**

**Question** – The Base Period is indicated as September 30, 2006 to September 29, 2007. Option Period 1 is indicated as September 30, 2008 to September 29, 2009. Please clarify whether there should be an intervening option year covering the period of September 30, 2007 to September 29, 2008."

A8. There is no intervening option year. The Period of Performance is updated to reflect the following:

**7. PERIOD OF PERFORMANCE**

The Period of Performance is:

Base Period: September 30, 2006 to September 29, 2007

If exercised:

Option Period 1: September 30, 2007 to September 29, 2008

Option Period 2: September 30, 2008 to September 29, 2009

**Q9. "SOW Section 14.A.4 (Confidentiality)**

**Question** – The solicitation requires an "ongoing" obligation on Contractor personnel with respect to disclosure of information. However, Sections 14.B.1.c and 14.B.1.c appear to impose 6-month and 3-month confidentiality obligations, respectively, for that same information, following expiration of the BPA term. Please clarify the duration of the Contractor's confidentiality obligations under the resultant contract. "

A9. The 6-month reference applies to vendor and vendor personnel involvement in services to any third party (*i.e.*, any party other than the FCC or the Vendor ) with respect to any matter that **directly** relates to the subject matter of any tasks under this order. The 3-month reference applies to vendor and vendor personnel involvement in services to any third party (*i.e.*, any party other than the FCC or the Vendor ) with respect to any matter that **indirectly** relates to the subject matter of any tasks under this order.

**Q10. "SOW Section 16 (Suitability and Security Processing)**

**Question** – What level of security is required of the Contractor Personnel assigned to this effort i.e; low, moderate, high?"

A 10. Moderate

**Q11. "RFQ Due Date (3:30pm Eastern Tim, Friday, September 15, 2006)**

**Question** – We formally request that FCC consider granting an extension of the due date for responses. "

A11. See A1.

**Attachment 1**

**14. CONFIDENTIALITY AND CONFLICT OF INTEREST**

The following Confidentiality and Conflict of Interest clauses shall be incorporated into the order awarded under this procurement:

**A. CONFIDENTIALITY**

1. The Vendor and any personnel assigned to work on issued under this order, including any employees, subcontractors, subcontractor employees, consultants, agents, or other representatives of the Vendor (collectively “the contract personnel”) are restricted as to their use or disclosure of non-public information obtained during the period of performance of this order. Non-public information means any information that is not routinely available for public inspection. Section 0.457 of the FCC’s rules (47 C.F.R. § 0.457) lists different types of non-public information maintained at the FCC including, but not limited to, information that is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, or any other relevant claims of privilege and exempt from disclosure under the Freedom of Information Act. It is the responsibility of the Vendor and contract personnel to preserve all non-public information in confidence.
2. The Vendor and contract personnel may not discuss or disclose non-public information, either within or outside of the Vendor’s organization, except (a) FCC employees authorized by the Contracting Officer to receive such information; (b) for approved contract personnel who have executed a Non-Disclosure Agreement (Attachment 1 to the RFQ) as necessary for performance of work under this order; or (c) as directed in writing by the Contracting Officer. The Vendor is responsible for ensuring that all contract personnel execute the attached Non-Disclosure Agreement and providing executed Non-Disclosure Agreements to the Contracting Officer before contract personnel commence any work under this order. These procedures apply to any contract personnel assigned to perform work under this order following award.
3. Requests for the use of any non-public information obtained during, or resulting from, the performance of the order must be addressed in writing to, and approved in writing by, the Contracting Officer. In the event the Vendor is issued a subpoena, court order, or similar request seeking information related to this contract, the Vendor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.
4. The prohibition on disclosure of information described above is an ongoing obligation of the Vendor and contract personnel and does not terminate with completion of work under this order or, with respect to contract personnel, upon conclusion of an individual’s employee/consultant/representative relationship

with the Vendor or its subcontractor(s).

## **B. CONFLICT OF INTEREST**

1. The Vendor is expected to provide high quality service to the Commission that is free from bias, and personal and organizational conflicts of interest (*see e.g.*, FAR Part 9.5), including the appearance of impropriety or unprofessional conduct. At all times, the Vendor must exercise organizational independence to ensure its ability to objectively and critically assess the FCC's programs and activities.
  - a. Neither the Vendor nor any contract personnel may perform services under this order that directly relate to matters on which it has worked in the past (other than for the FCC) without explicit authorization in writing from the Contracting Officer. For example, the Vendor may not perform audit work under an order if it, or any contract personnel, had any role or involvement in the preparation, analysis, or review of the work that is being audited. Any such past role or involvement is deemed to create, at a minimum, a potential conflict of interest and must be reported in writing immediately to the Contracting Officer for review and disposition.
  - b. During and after the order term, neither the Vendor nor any contract personnel may dispute the validity of any work product generated under this order in any matter adverse to the interests of the FCC. For example, neither the Vendor nor contract personnel may challenge audit methodologies, findings, etc. on behalf of any entity audited in connection with this order if the Vendor or contract personnel had any role or involvement in the preparation, analysis, or review of such work for the FCC.
  - c. During the order term and for a period of six (6) months thereafter (*i.e.*, 6 months after completion of the task order ordering period or completion of all work performed under any task order task order, whichever is later), neither the Vendor nor any contract personnel may provide services to any third party (*i.e.*, any party other than the FCC or the Vendor ) with respect to any matter that directly relates to the subject matter of any tasks under this order. Any such representation is deemed to create, at a minimum, a potential conflict of interest and must be reported in writing immediately to the Contracting Officer for review and disposition.
  - d. During the order term, and for a period of three (3) months after expiration of the order term, neither the Vendor nor any contract personnel may provide services to any third party with respect to any matter indirectly relating to the subject matter of any task under this order without first providing a detailed written explanation of the proposed services to be rendered and obtaining the written consent of the Contracting Officer in connection therewith. The Contracting Officer's consent shall not be unreasonably withheld.
  - e. In connection with both the Vendor's confidentiality obligations in Paragraph A

("Confidentiality") above and the conflict of interest requirements herein, the Vendor must submit, within 7 days of award, a detailed plan and description of its record retention and access practices and its so-called "Chinese Wall" procedures; *e.g.*, procedures for handling and protecting confidential information; procedures for determining the existence of an actual or potential conflict of interest with respect to the Vendor or contract personnel; and controls for limiting and/or monitoring information exchange by contract personnel that would be employed in the event an actual or potential conflict of interest is identified.

2. Offerors shall submit the following information to the Contracting Officer with their responses to this RFQ:
  - a. Name, address, and telephone number of any client of the offeror or any proposed subcontractor(s) or consultant(s), and a description of the services rendered, if, in the two (2) years preceding the date of this solicitation, services were rendered to such client relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant procurement.
  - b. A description of any policy or advocacy activities by the offeror or any proposed subcontractor(s) or consultant(s) with respect to the FCC or any other Government agency that relate directly or indirectly to the financial management and performance services that are within the scope of the order; *e.g.*, *ex parte* presentations; comments submitted in an agency proceeding; etc.

Any failure to avoid, neutralize, or mitigate any actual or potential conflict, or the appearance of such, to the satisfaction of the Government may render an offeror ineligible for award.

3. The Vendor shall promptly report to the Contracting Officer any changes to the list provided in paragraph 2 above that may arise during the order term. The FCC may also require the Vendor to submit a revised list in its response to a solicitation for any task under this order.
4. The Vendor is required to take all reasonable measures to monitor the existence of actual or potential conflicts of interest, or the appearance of such, during the order term. If the Vendor discovers an actual or potential conflict of interest, or the appearance of such, at any time during the order term, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail so that the FCC can determine the existence and extent of the conflict) and the action which the Vendor has taken or proposes to take to avoid, neutralize, or mitigate the conflict.
5. The Contracting Officer may direct the Vendor to avoid, neutralize, or mitigate any actual or potential conflict of interest, or the appearance of such, and may specify particular measures that the Vendor is required to take. The Vendor recognizes that the failure to avoid, neutralize, or mitigate any actual or potential conflict of interest, or the appearance of such, to the satisfaction of the FCC may render it ineligible for



consideration for, or award of, future orders, and/or subject to default termination of any or all orders awarded to the Vendor . If the Vendor fails to disclose an actual or potential conflict of interest, or the appearance of such, of which it is aware, or misrepresents relevant information regarding same to the Contracting Officer, the FCC may take any of the actions described in the preceding sentence and report the Vendor's action to the GSA Contracting Officer for the Vendor's Schedule contract.